

JOSEPH E. DUNNE III  
COLBY M. MAY

ALSO ADMITTED IN VIRGINIA

MAY & DUNNE  
CHARTERED  
ATTORNEYS AT LAW  
1156 - 15TH STREET, N.W.  
SUITE 515  
WASHINGTON, D.C. 20005-1704  
(202) 223-9013

RICHARD G. GAY  
OF COUNSEL

TELECOPIER NO.  
(202) 223-6992

October 12, 1988

HAND DELIVER

RECEIVED

OCT 12 1988

FCC  
FEE SECTION

Donna R. Searcy  
Secretary  
Federal Communications Commission  
Washington, D.C. 20554

ATTN: Low Power Television Branch  
Video Services Division, Mass Media Bureau

RE: Assignment of Low Power Television Station K30CC, Alturas, California, From Inspiration Television of Southern Oregon, Inc. (Assignor) to Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network (Assignee)

Dear Ms. Searcy:

Transmitted herewith in triplicate on behalf of the referenced parties is their application (FCC Form 345) requesting authority to assign the above-referenced low power television station.

Pursuant to section 1.1104 of the Commission's rules the application fee of \$75.00 is tendered herewith.

If any questions should arise concerning this application, please contact the undersigned directly.

Respectfully submitted,

MAY & DUNNE, CHARTERED

By

  
Colby M. May, Esq.

CMM:gmcA73/B78  
xc: Mr. George Sebastian  
Mrs. Jane Duff

JOSEPH E. DUNNE III  
COLBY M. MAY

\*ALSO ADMITTED IN VIRGINIA

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RICHARD G. GAY  
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(202) 223-6992

December 7, 1988

HAND DELIVER

Donna R. Searcy  
Secretary  
Federal Communications Commission  
Washington, D.C. 20554

RE: License Application of Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network Covering LPTV Facility W67BG, Dover, Delaware

RECEIVED  
881207

Dear Ms. Searcy:

FCC  
FEE SECTION

Filed herewith, in triplicate, on behalf of Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network (TBN) is its license application (FCC Form 347) for LPTV facility W67BG, Dover, Delaware. TBN will be operating W67BG in accordance with the provisions of Commission Rule 74.14.

Pursuant to section 1.1104 of the Commission's rules the application fee of \$75.00 is tendered herewith.

If any questions should arise concerning this matter, kindly contact this office.

Respectfully submitted,

TRINITY CHRISTIAN CENTER OF  
SANTA ANA, INC., D/B/A TRINITY  
BROADCASTING NETWORK

By:

Colby M. May  
Its Attorney

CMM:gmcB78  
xc: Mrs. Jane Duff

JOSEPH E. DUNNE III  
COLBY M. MAY\*

\*ALSO ADMITTED IN VIRGINIA

MAY & DUNNE  
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(202) 223-9013

RICHARD G. GAY  
OF COUNSEL

TELECOPIER NO.  
(202) 223-6992

December 16, 1988

RECEIVED

DEC 16 1988

HAND DELIVER

Federal Communications Commission  
Office of the Secretary

Donna R. Searcy  
Secretary  
Federal Communications Commission  
Washington, D.C. 20554

RE: Assignment of LPTV Facility K30CC, Alturas, California  
Consummation of BAPTT-881021IH

Dear Ms. Searcy:

On behalf of Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network, this is to give notice that the above-referenced assignment application was consummated on December 14, 1988.

If any questions should arise concerning this matter, kindly contact the undersigned directly.

Respectfully submitted,

TRINITY CHRISTIAN CENTER OF  
SANTA ANA, INC., D/B/A TRINITY  
BROADCASTING NETWORK

By: 

Colby M. May  
Its Attorney

CMM:gmcB78

xc: Ms. Alma Hughes (Hand Deliver, FCC Room 709)  
Mrs. Jane Duff

JOSEPH E. DUNNE III  
COLBY M. MAY

ALSO ADMITTED IN VIRGINIA

MAY & DUNNE

CHARTERED

ATTORNEYS AT LAW

1156 15TH STREET, N.W.

SUITE 515

WASHINGTON, D.C. 20005-1704

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RICHARD G. GAY  
OF COUNSEL

TELECOPIER NO.  
(202) 223-6992

December 27, 1988

HAND DELIVER

Donna R. Searcy  
Secretary  
Federal Communications Commission  
Washington, D.C. 20554

RE: License Application of Trinity Christian Center of  
Santa Ana, Inc., d/b/a Trinity Broadcasting Network  
Covering LPTV Facility K31BW, Manhattan,  
Kansas (BMPTTL-880624TZ)

Dear Ms. Searcy:

Filed herewith, in triplicate, on behalf of Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network (TBN) is its license application (FCC Form 347) for LPTV facility K31BW, Manhattan, Kansas. TBN will be operating K31BW in accordance with the provisions of Commission Rule 74.14. K31BW

Pursuant to section 1.1104 of the Commission's rules the application fee of \$75.00 is tendered herewith.

If any questions should arise concerning this matter, kindly contact this office.

Respectfully submitted,

TRINITY CHRISTIAN CENTER OF  
SANTA ANA, INC., d/b/a TRINITY  
BROADCASTING NETWORK

By:

Colby M. May

CMM:pbbB78

xc: Mrs. Jane Duff

JOSEPH E. DUNNE III  
COLBY M. MAY\*

\*ALSO ADMITTED IN VIRGINIA

MAY & DUNNE  
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RICHARD G. GAY  
OF COUNSEL

TELECOPIER NO.  
(202) 223-6992

January 19, 1989

HAND DELIVERED

RECEIVED

Donna R. Searcy  
Secretary  
Federal Communications Commission  
Washington, D.C. 20554

JAN 19 1989

NOV 19 1988

RE: License Application of Trinity Christian Center of  
Santa Ana, Inc., d/b/a Trinity Broadcasting Network  
Covering LPTV Facility K31BW, Manhattan, Kansas  
(BMPTTL-880624TZ)

Dear Ms. Searcy:

Filed herewith, in triplicate, on behalf of Trinity Christian  
Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network  
(TBN) is its license application (FCC Form 347) for LPTV facility  
K31BW, Manhattan, Kansas. TBN will be operating in accordance  
with the provisions of Commission Rule 74.14.

Pursuant to section 1.1104 of the Commission's rules the  
application fee of \$75.00 is tendered herewith.

If any questions should arise concerning this matter, kindly  
contact the undersigned directly.

Respectfully submitted,

TRINITY CHRISTIAN CENTER OF  
SANTA ANA, INC., d/b/a TRINITY  
BROADCASTING NETWORK

By:

  
Colby M. May  
Its Attorney

CMM:pbbB78  
xc: Mrs. Jane Duff

JOSEPH E. DUNNE III  
COLBY M. MAY

\*ALSO ADMITTED IN VIRGINIA

**MAY & DUNNE**

**CHARTERED**

**ATTORNEYS AT LAW**

1156 - 15TH STREET, N.W.

SUITE 515

WASHINGTON, D.C. 20005-1704

(202) 223-9013

RICHARD G. GAY  
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TELECOPIER NO.  
(202) 223-6992

February 2, 1989

HAND DELIVER

Donna R. Searcy  
Secretary  
Federal Communications Commission  
Washington, D.C. 20554

RECEIVED  
FEB 2 '89  
OFFICE OF THE SECRETARY

RE: Trinity Christian Center of Santa Ana, Inc., d/b/a  
Trinity Broadcasting Network, Permittee of W65BI,  
Augusta, Georgia, Application for Modification of  
Construction Permit (BPTTL-810217F2)

Dear Ms. Searcy:

Transmitted herewith in triplicate on behalf of Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network, is a minor modification to its above-referenced construction permit. This application seeks a change in transmitter sites, a different antenna model, and changes in height and ERP.

Since this application is for a "minor change," no fee is required.

If any questions should arise concerning this matter, kindly contact the undersigned directly.

Respectfully submitted,

TRINITY CHRISTIAN CENTER OF  
SANTA ANA, INC., d/b/a TRINITY  
BROADCASTING NETWORK

By:

  
Colby M. May  
Its Attorney

CMM:pbbB78  
xc: Jane Duff  
enclosures

JOSEPH E. DUNNE III  
COLBY M. MAY

ALSO ADMITTED IN VIRGINIA

MAY & DUNNE

CHARTERED

ATTORNEYS AT LAW

1156 - 15TH STREET, N.W.

SUITE 515

WASHINGTON, D.C. 20005-1704

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RICHARD G. GAY  
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TELECOPIER NO.  
(202) 223-6992

February 8, 1989

HAND DELIVER  
RECEIVED

Donna R. Searcy  
Secretary  
Federal Communications Commission  
Washington, D.C. 20554

FEB 08 1989

SECTION  
FCC

ATTN: Low Power Television Branch  
Video Services Division  
Mass Media Bureau

RE: Assignment of Low Power Television Station K65BY, Waterloo, Iowa, From Full Gospel Business Men's Fellowship International (Assignor) to Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network (Assignee)

Dear Ms. Searcy:

Transmitted herewith, in triplicate, on behalf of the referenced parties is their application (FCC Form 345) requesting authority to assign the above-referenced low power television station.

Pursuant to section 1.1104 of the Commission's rules the application fee of \$75.00 is tendered herewith.

If any questions should arise concerning the Assignor's portion of the application, please contact:

Leonard E. Bauer, President  
Full Gospel Business Men's Fellowship  
International  
RR #1, Box 61  
Traer, Iowa 50675  
(319) 988-4584

If any questions should arise concerning the Assignee's portion, please contact the undersigned directly.

Respectfully submitted,

MAY & DUNNE, CHARTERED

By

Colby M. May, Esq.

CMM:gmcB78

xc: Mrs. Jane Duff  
Mr. Leonard E. Bauer

205

JOSEPH E. DUNNE III  
COLBY M. MAY

ALSO ADMITTED IN VIRGINIA

MAY & DUNNE  
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WASHINGTON, D.C. 20005-1704  
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RICHARD G. GAY  
OF COUNSEL

TELECOPIER NO.  
(202) 223-6992

February 9, 1989

HAND DELIVER

Donna R. Searcy  
Secretary  
Federal Communications Commission  
Washington, D.C. 20554

RECEIVED

FEB 09 1989

ATTN: Low Power Television Branch  
Video Services Division  
Mass Media Bureau

FCC  
FEE SECTION

RE: Assignment of Low Power Television Station W67BY, Fort Myers, Florida from Manglitz and Sanchez (Assignor) to Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network (Assignee)

Dear Ms. Searcy:

Transmitted herewith, in triplicate, on behalf of the referenced parties is their application (FCC Form 345) requesting authority to assign the above-referenced low power television station.

Pursuant to section 1.1104 of the Commission's rules the application fee of \$75.00 is tendered herewith.

If any questions should arise concerning this matter, kindly contact the undersigned directly.

Respectfully submitted,

MAY & DUNNE, CHARTERED

By   
Colby M. May, Esq.

CMM:gmcB28/B78  
xc: Mrs. Jane Duff  
Ms. Kathleen Manglitz



United States of America  
Federal Communications Commission  
Washington, D.C. 20584

Approved by OMB  
3000-0076  
Expires 8/31/90

For Commission Use Only  
File No.

APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSEE OR PERMITTEE, OR ASSIGNMENT OF LICENSE OR PERMIT,  
FOR AN FM OR TV TRANSLATOR STATION, OR A LOW POWER TELEVISION STATION  
(Carefully read instructions before filling out Form — RETURN ONLY FORM TO FCC)

Section 1 Assignor/Transferor

1. Application for: (check only one box for A. and B.)

A. ☒ Consent to assignment

☐ Consent to transfer of control

B. For a ☐ TV translator

☒ Low power TV station

☐ FM translator

RECEIVED

FEB 09 1990

FCC  
FEE SECTION

Name of Assignor/Transferor

Street Address (or other identification)

Manglitz and Sanchez

1314 MEDINAH DRIVE

Telephone No.  
(Include Area Code)

(813) 481-4870

City

State

ZIP Code

Ft Myers FL 33919

3. Authorization which is proposed to be assigned or transferred:

(a) Call letters

(b) Location

W67BY

Fort Myers, Florida

4. NOTE: Where the licenses or permits have been granted to entities claiming preferences in the lottery selection process, the license or permit must ordinarily be held for a period of at least one year from the beginning of program tests.

Is the assignor or transferor in compliance with this requirement?

☒ YES ☐ NO

If No, attach as Exhibit No. \_\_\_\_\_ an appropriate showing. (See Section 73.3597 of the Commission's Rules)

5. Call letters of any auxiliary stations which are to be assigned:

6. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach. The material submitted must include the complete agreement between the parties.

7. State in the attached Exhibit No. N/A whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock has had any interest in or connection with any dismissed and/or denied application; or any FCC license that has been revoked.

The Exhibit should include the following information:

- (a) name of party with such interest;
- (b) nature of interest or connection, giving dates;
- (c) call letters or file number of application; or docket number;
- (d) location

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## Section 1 (page 2)

## Assignor/Transferor

8. Since the filing of the assignor's/transferor's last renewal application for the authorization being assigned or transferred, or other major application has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor/transferor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's/transferor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony, lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination?

☐ YES ☒ NO

If Yes, attach as Exhibit No. \_\_\_\_\_ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition or current status of the matter.

## CERTIFICATION

Has or will the assignor/transferor comply with the public notice requirement of Section 73.3580 of the rules?

☒ YES ☐ NO

The ASSIGNOR/TRANSFEROR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR/TRANSFEROR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR/TRANSFEROR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT  
U.S. CODE, TITLE 18, SECTION 1001

I certify that the assignor's/transferor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 30th day of January, 1989

Manglitz and Sanchez

Name of Assignor/Transferor

Kathleen F. Manglitz

Signature

Co-Owner

Title

FCC FORM 345  
W67BY, FORT MYERS, FLORIDA

EXHIBIT 1

ASSET PURCHASE AGREEMENT

This Agreement dated this 17th day of January, 1989, by and between: (1) Manglitz and Sanchez (herein referred to as "Seller"), and (2) Trinity Christian Center of Santa Ana, Inc., d/b/a/ Trinity Broadcasting Network, a nonprofit California corporation (herein referred to as "Buyer").

**W I T N E S S E T H:**

WHEREAS, Seller holds a valid, current, and unexpired construction permit issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to construct and operate a low power television station on Channel 67 (788.0-794.0 MHz), Ft. Myers, Florida (FCC File Number BPTTL-JC0624TP) (herein referred to as "Station"); and

WHEREAS, Seller is desirous of selling and assigning Station to Buyer, and Buyer is desirous of buying and acquiring Station from Seller;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. Assets Sold and Purchased. Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following assets, all of which Seller agrees are free and clear of any and all liens and encumbrances of any nature whatsoever:

a. FCC Authorizations. All FCC authorizations and applications for construction and operation of Station as listed in Exhibit A, and hereby incorporated herein.

b. Technical Data. All of Seller's schematics, blueprints, engineering data, and other technical information pertaining to the construction and/or operation of the Station.

c. Cash and Accounts Receivable. No cash, bank deposits, or accounts receivable of Seller are to be sold or assigned hereunder; and the same are expressly excluded from this Agreement.

d. Leases. Seller's rights for the antenna/transmitter site approved by the FCC and specified for the Station (Exhibit B attached hereto and hereby incorporated herein).

2. Amount of Purchase Price. In consideration for the sale, assignment, and conveyance to it of the assets listed above, Buyer agrees to pay Seller One Thousand Six Hundred Twenty Dollars and Ninety One Cents Dollars (\$ 1,620.91 ), or such lesser amount as the FCC may approve, subject to the below listed prorations and adjustments:

a. Taxes. All federal, state, and local taxes, if applicable to the purchase and sale contemplated hereby, shall be borne by Seller.

b. Prorations. Any and all taxes and assessments of any nature and kind, if any, shall be prorated as of 12:00 midnight of the Closing Date.

c. Transmitter Site. In the event Seller is unable to provide, for whatever reason, the assignment of its lease, purchase or title rights in the antenna/transmitter site

specified in the Station's construction permit and/or attached contract(s) (Exhibits A and B), or in the event said antenna transmitter site is unavailable, unsuitable or unusable for construction of the Station, for any reason whatsoever, the Buyer shall have the option, to be exercised in its sole discretion, to either: (a) pay one third ( $1/3$ ) of the purchase price (i.e., 33.33% of \$\_\_\_\_\_ equals \$\_\_\_\_\_), or (b) cancel this Agreement and thereby extinguish any and all rights, or obligations either party has to the other. For purposes of this subparagraph 2.c., the determination that the Station's antenna/transmitter site is unsuitable or unusable, for whatever reason, shall be solely that of Buyer.

3. Payment of Purchase Price. The Purchase Price specified in paragraph 2.a. above shall be paid by Buyer to Seller in cash, or by cashier's check, on the Closing Date specified in paragraph 5, infra.

4. FCC Approval.

a. FCC Approval Required. Consummation of the purchase and sale provided for herein is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Buyer, to the assignment from Seller to Buyer of all FCC authorizations of Seller relating to the construction and operation of the Station, and said consent having become final. For purposes of this Agreement, such consent shall be deemed to have become final after it is granted

and published and when the time for administrative or judicial review has expired and when the time for the filing of any protest, petition to deny, request for stay, petition for rehearing, or appeal of such order has expired and no protest, petition to deny, request for stay, petition for rehearing or appeal is pending. The parties may mutually agree to waive the requirement that said consent shall have become final.

b. Filing of Application. The parties agree to proceed as expeditiously as practical, to file or cause to be filed an application requesting FCC consent to the transaction herein set forth, and to file said application (i.e., FCC Form 345) with the FCC not later than twenty (20) days after the date of this Agreement. The parties agree that said Application will be prosecuted in good faith and with due diligence. Each party will be solely responsible for the expenses incurred by it in the preparation, filing, and prosecution of the assignment application, and all fees paid to the FCC in connection with the assignment of Station's authorizations from Seller to Buyer will be borne equally by Seller and Buyer.

5. Closing Date and Place. The Closing shall take place within twenty (20) days of the date of the Commission's consent to the assignment of Station to Buyer becomes final (as defined in paragraph 4.a., herein), provided the conditions specified in this Agreement shall have been met, such date to be mutually agreed on by the parties, but within the effective period of the

Commission's consent (the "Closing Date"). The Closing will take place at the offices of Colby M. May, Esq., 1156 15th Street, N.W., Suite 515, Washington, D.C. 20005, or at such other place as Buyer and Seller may select.

6. Seller's Representations and Warranties. Seller represents, warrants, and covenants as follows:

a. Organization and Standing of Seller. Seller is a legally formed and constituted corporation, partnership, limited partnership or joint venture, in good standing under the laws where it is located and doing business, or is a citizen of the United States of America and of the legal age to contract. Seller also holds a valid, issued and unexpired construction permit from the FCC for the Station.

b. Seller's Authority. Except as specifically stated in this Agreement, Seller has full power and authority to sell, transfer, assign, and convey all property herein being sold and assigned, and to execute, deliver and perform this Agreement.

c. Seller Holds Current and Valid FCC Authorizations. Seller has the power and authority to own, construct, and operate the Station and the business and properties related thereto and holds, and on the Closing Date will hold, current and valid authorizations from the FCC which are necessary for Seller to own, construct, and operate the Station. No action or proceeding is pending or, to the knowledge of the Seller, threatened, or on the Closing Date will be threatened or pending, before the FCC or



other governmental or judicial body, for the cancellation, or material and adverse modification, of Station's authorizations.

d. No Material Default in Contractual Commitments.

Seller is not, and on the Closing Date will not be, in material default of any contractual commitment to which it is a party, or by which it is bound, and which is to be assigned to and assumed by Buyer.

e. Good Title to Properties. Seller has, and on the Closing Date will have, clear title and ownership, free of all liens, encumbrances or hypothecations, of all assets and property, rights, leases and contracts being assigned to Buyer hereunder.

f. Claims and Litigation. There is no claim or litigation or proceeding pending or, to the Seller's knowledge, threatened which affects the title or interest of Seller to or in any of the property or assets intended to be sold, assigned, and conveyed hereunder, or which would prevent or adversely affect the ownership, construction, use, or operation of the Station by Buyer.

g. Lease Rights. Seller represents and warrants that it has, and on the Closing Date will have, the right to: (a) construct and/or place the television antenna and all related equipment for the Station on the antenna tower or property identified in the Station's construction permit (Exhibits A & B), and (b) construct and/or place the television transmitter and all

related equipment for the Station in an existing structure on or near the antenna tower or on the site specified in the Station's construction permit (Exhibits A & B).

h. Disclosure. No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished to or to be furnished by the Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

7. Buyer's Representations and Warranties. Buyer represents, warrants, and covenants to Seller as follows:

a. Buyer's Organization and Standing. Buyer is a non-profit corporation duly organized and validly existing and in good standing under the laws of the State of California, and possesses all corporate power necessary to construct, own, and operate Station and carry out the provisions of this Agreement.

b. Buyer's Authority. The execution and delivery of this Agreement and the consummation of the purchase of Station provided for herein have been duly and validly authorized by Buyer's board of directors, which possesses the authority under Buyer's articles of incorporation and bylaws to grant such authorization.

c. Disclosure. No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished to, or to be furnished by, Buyer to Seller pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

8. Risk of Loss. Risk of loss, damage, or destruction to the property and assets to be sold and conveyed hereunder shall be upon the Seller until the Closing Date, and after Closing is consummated upon the Buyer.

9. Access to Information. Seller shall accord access, during normal business hours prior to Closing, to Buyer or its designated representative to review Seller's physical properties, contracts to be assumed by Buyer, and accounting records which pertain exclusively to the Station.

10. Brokers. Buyer and Seller hereby represent and warrant to the other that neither is bound or obligated to pay any sales Commission, brokers or finders fees in connection with the transaction contemplated herein.

11. Indemnification by Seller. Seller shall indemnify and hold harmless Buyer against and in respect of:

a. Operations Prior to Closing. Any and all liabilities, obligations, claims, and demands arising out of:

the right to construct, own, or operate the Station (including, but not limited to, claims related to compliance with FCC rules and regulations), any breach by Seller of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein.

b. Defense. Should any claim covered by the foregoing indemnity be asserted against Buyer, Buyer shall notify Seller promptly and give it an opportunity to defend the same and Buyer shall extend reasonable cooperation to Seller in connection with such defense. In the event that Seller fails to defend the same within a reasonable time, Buyer shall be entitled to assume, but need not assume, the defense thereof and Seller shall be liable to repay Buyer for all damages suffered by Buyer and all of its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney fees and settlement payments).

12. Indemnification by Buyer. Buyer shall indemnify and hold harmless Seller against and in respect of:

a. Operations after Closing. Any and all liabilities, obligations, claims, and demands arising after the Closing Date out of the construction or operation of the Station, the breach or non-performance by Buyer of contractual commitments assumed by Buyer hereunder, or any other operations of Buyer after the Closing Date, or any breach by Buyer of this Agreement or any inaccuracy in or breach by Buyer of this Agreement or any

inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

b. Defense. Should any claim covered by the foregoing indemnity be asserted against Seller, Seller shall notify Buyer promptly and give it an opportunity to defend the same, and Seller shall extend reasonable cooperation to Buyer in connection with such defense. In the event Buyer fails to defend the same within a reasonable time, Seller shall be entitled to assume, but need not assume, the defense thereof, and Buyer shall be liable to repay Seller for all damages suffered by Seller and all its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney's fees and settlement payments).

13. Conditions Precedent to Buyer's Obligations to Close. Buyer shall not be obligated to close under this Agreement unless and until the following conditions have been met:

a. The FCC shall have given its consent to the assignment of FCC authorizations to construct and operate the Station from Seller to Buyer and said consent shall have become final as set forth in paragraph 4.a. herein.

b. Seller shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or as of the Closing Date.

c. Seller shall hold a valid, current, and unexpired construction permit for the Station.

d. The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

14. Conditions Precedent to Seller's Obligations to Close. Seller shall have no obligation to close this Agreement unless and until the following conditions precedent are met:

a. The FCC has given its consent to the assignment of the FCC authorizations to construct and operate the Station from Seller to Buyer and said consent shall have become final as set forth in paragraph 4.a herein.

b. The representations and warranties of Buyer as set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

c. Buyer shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or at the Closing Date.

15. Buyer's Performance at Closing. At the Closing, Buyer will:

a. Pay to Seller the purchase price as described and/or calculated in paragraph 2 herein.

b. Deliver to Seller such instruments as Seller may reasonably require in order to consummate the transactions provided for in this Agreement.

c. Deliver to Seller a certified copy of a resolution of Buyer's board of directors authorizing the consummation of the transactions provided for in this Agreement.

16. Seller's Performance at Closing. At the Closing, Seller shall:

a. Deliver to Buyer the FCC authorizations listed in Exhibit A, together with such assignments of the same as Buyer may reasonably require.

b. Deliver to Buyer such assignments and further instruments of conveyance as Buyer may reasonably require to effectuate the assignment from Seller to Buyer of the Station and assets being transferred and assigned herein, including the rights specified in paragraph 1.d. herein.

17. Survival of Warranties. All representations, warranties, and covenants made by the parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement and shall survive the Closing and remain operative in full force and effect regardless of any investigation at any time made by either and shall not be deemed merged into any document or instrument executed or delivered at the Closing.

18. No Assignment. This Agreement may not be assigned by Buyer without Seller's prior written consent.

19. Term.

a. Term of Agreement. This Agreement shall be in effect for a term commencing on the date of this Agreement and terminating at 12:00 midnight eighteen (18) months later. In the event the Closing of this transaction shall not take place within the time limit hereinabove set forth solely by reason of the inability of Seller or Buyer to provide the various consents and approvals as set forth in paragraph 4 herein, then this Agreement shall automatically terminate and both parties shall be relieved of any further liability or obligations hereunder.

b. Termination on Notice for Hearing. If the Commission designates the application contemplated by this Agreement for hearing by action no longer subject to reconsideration or administrative review, either party shall have the option of terminating this Agreement by written notice to the other party prior to the commencement of the hearing, and in such an event this Agreement shall terminate at the option of either party and both parties shall then be relieved of any and all liabilities or obligations hereunder.

20. Specific Performance. The parties recognize the uniqueness of the Station and the assets, authorizations, and attributes that are associated with its operation, and for that reason agree that Buyer shall have the right to specific



performance of this Agreement upon default of Seller. Election by Buyer of this equitable right of specific performance shall not be in lieu of any claim to damages.

21. Notices. Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, sent by certified or registered mail, postage prepaid, or by prepaid telegram, confirmed by mail, as follows:

If to Seller: KATHLEEN F. MANGLITZ  
1314 MEDINA DRIVE  
FT MYERS, FLORIDA 33919

With Copy to:

If to Buyer: Paul F. Crouch, President  
Trinity Broadcasting Network  
P. O. Box C-11949  
Santa Ana, California 92711

With Copy to: Colby M. May, Esq.  
May & Dunne, Chartered  
1156 15th Street, N.W.  
Suite 515  
Washington, D.C. 20005-1704

or to such other addresses as either party may designate from time to time by written notice to the other party.

22. Further Assurances. Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.